

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

WASHINGTON INTERNATIONAL
INSURANCE COMPANY,

Plaintiff,

v.

ARTEK BUILDERS, INC.,

Defendant

05

10437 GAO

COMPLAINT FOR DECLARATORY
JUDGMENT
CIVIL ACTION NO.

MAGISTRATE JUDGE

RECEIPT 02575
AMOUNT \$ 250
SUMMONS ISSUED 40
LOCAL RULE 4.1
WAIVER FORM
MCF ISSUED
BY DPTY. CLK. ROW
DATE 3/8/05

INTRODUCTION

This is a Complaint seeking a declaration of the respective rights and obligations of the Plaintiff and Defendant under various labor and material payment bonds that the Plaintiff issued on various construction projects. Briefly, Washington International Insurance Company ("WIIC") seeks a declaratory judgment that it is exonerated and discharged from any liability under the Bonds for the independent reasons that: 1) the Defendant, Artek Builders, Inc. ("Artek") is not a claimant as defined within the meaning of M.G.L. c. 149, §29 and 2) the Defendant cannot recover under the payment bonds as it is an insider or an alter ego of J.S. Luiz, III, Inc.¹ ("Luiz")

PARTIES

1. The Plaintiff, Washington International Insurance Company is a Illinois corporation with its principal place of business at 300 Park Boulevard, Suite 500, Itasca, IL.
2. The Defendant, Artek Builders, Inc. is a Massachusetts corporation with its principal place of business at 26 Prospect Road, Mattapoisette, Massachusetts 02739.

¹ J.S. Luiz, III, Inc. is the principal under the various labor and material payment bonds issued by WIIC.

3. J.S. Luiz, III, Inc. is a Massachusetts corporation with a principal place of business at 12 Ventura Drive, North Dartmouth, Massachusetts, 02747.

JURISDICTION AND VENUE

4. The amount in controversy exceeds \$75,0000. This Court has jurisdiction over this dispute based on diversity of citizenship under 28 U.S.C. §1332, and pursuant to the Declaratory Judgment Act 28 U.S.C. §§2201-2202.

FACTS

5. Luiz, a General Contractor, entered into several construction contracts with various owners to perform certain contract work according to the terms of each construction contract.

6. Upon information and belief, the President of Luiz, established Artek as a corporation in April 2000.

7. Upon information and belief, Ronald Merlo is the Vice President of Luiz.

8. Upon information and belief, Diane Merlo is the President of Artek.

9. Upon information and belief, Luiz paid employee payroll, insurance, such as worker's compensation, commercial insurance and expenses for Artek.

10. Upon information and belief, Artek billed Luiz for pure labor costs only.

11. Upon information and belief, the Subcontract Agreements entered between Luiz and Artek were dated after the last labor was performed by Artek.

12. WIIC, as Surety, executed multi performance and payment bonds on behalf of Luiz, as Principal, in favor of the principal's owners as Obligees for the various projects. A list of the Payment Bonds is attached hereto as Exhibit A and incorporated herein by reference.

13. Artek has filed Proof of Claims to WIIC under Luiz's several payment bonds for *inter alia* labor performed on the various projects. The Proof of Losses are attached hereto as Exhibit B and incorporated herein by reference.

COUNT I

14. St. Paul incorporates by reference as if fully rewritten herein, all allegations contained in paragraphs 1 through 6 above.

15. By virtue of the foregoing, an actual controversy exists between WIIC and Artek as to whether WIIC's bond obligations and liabilities have been discharged.

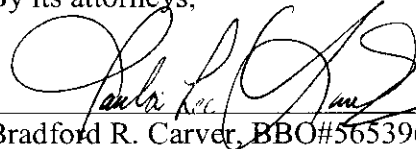
16. WIIC seeks a declaratory judgment seeking that the Payment Bonds issued by WIIC are exonerated and discharged as there is no obligation under the various Payment Bonds to Artek where Artek is an insider or within the family of Luiz's as principal entities and a principal cannot recover on a payment bond as a matter of law.

17. Artek as an insider is not a Claimant as defined by Massachusetts General Laws Ch. 149, §29.

WHEREFORE, Washington International Insurance Company requests the following relief for declaratory judgment:

1. That the Bond is exonerated and that the labor and material payment bonds are exonerated and discharged because Artek is an insider, alter-ego, or a family of the "principal's business," J.S. Luiz, III; and
2. For such equitable relief, plus interest, costs and attorneys' fees.
3. Such other relief as the Court may deem just and proper.

Respectfully Submitted,
Washington International Insurance
Company,
By its attorneys,

A handwritten signature in black ink, appearing to read "Paula-Lee Chambers", is written over a horizontal line.

Bradford R. Carver, BBO#565396
Paula-Lee Chambers, BBO#566888
CETRULO & CAPONE, LLP
Two Seaport Lane, 10th Floor
Boston, MA 02110
(617) 217-5500

Dated: March 8, 2005

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) Washington International Insurance Co. v. Artek Builders, Inc.

2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(1)).

—	I.	160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.	
—	II.	195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950.	*Also complete AO-120 or AO-121 for patent, trademark or copyright cases
<u>XX</u>	III.	110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.	
—	IV.	220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.	
—	V.	150, 152, 153.	

3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(G)). IF MORE THAN ONE PRIOR RELATED CASE HAS BEEN FILED IN THIS DISTRICT PLEASE INDICATE THE TITLE AND NUMBER OF THE FIRST FILED CASE IN THIS COURT.

4. HAS A PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT?

YES ☐ NO ☒

5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? (SEE 28 USC §2403)

YES ☐ NO ☒

IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY?

YES ☐ NO ☐

6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC §2284?

YES ☐ NO ☒

7. DO ALL OF THE PARTIES IN THIS ACTION, EXCLUDING GOVERNMENTAL AGENCIES OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS ("GOVERNMENTAL AGENCIES"), RESIDING IN MASSACHUSETTS RESIDE IN THE SAME DIVISION? - (SEE LOCAL RULE 40.1(D)).

YES ☐ NO ☒

A. IF YES, IN WHICH DIVISION DO ALL OF THE NON-GOVERNMENTAL PARTIES RESIDE?

EASTERN DIVISION	CENTRAL DIVISION	WESTERN DIVISION
------------------	------------------	------------------

B. IF NO, IN WHICH DIVISION DO THE MAJORITY OF THE PLAINTIFFS OR THE ONLY PARTIES, EXCLUDING GOVERNMENTAL AGENCIES, RESIDING IN MASSACHUSETTS RESIDE?

<u>EASTERN DIVISION</u> *	CENTRAL DIVISION	WESTERN DIVISION
---------------------------	------------------	------------------

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Paula-Lee Chambers

ADDRESS Cetrulo & Capone, 2 Seaport Lane, Boston, MA 02210

TELEPHONE NO. (617) 217- 5500

(Cover sheet local.wpd - 11/27/00)

* Washington International Insurance Company is an out-of-state corporation, and inasmuch as counsel for Washington International is based in Boston, the election of the plaintiff under L.R. 40.1 (D)(2) is the Eastern Division of the Court.

JS 44
(Rev. 11/95)**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September, 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Washington International Insurance Co.

DEFENDANTS

Arteck Builders, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Plymouth
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)Paula-Lee Chambers, Esquire
Cetrulo & Capone, LLP
Two Seaport Lane, 10th Floor
Boston, MA 02210 (617) 217-5500

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

28 U.S.C. Section 1332 Diversity
The Surety seeks recovery of contract fund balances due and owing under the Performance Bond.

VII. REQUESTED IN COMPLAINT:CHECK IF THIS IS A CLASS ACTION
☐ UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☒ NO**VIII. RELATED CASE(S) IF ANY**

JUDGE

DOCKET NUMBER

March 7, 2005

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT A

List of Bonds

- | | | |
|----|----------|------------|
| 1. | Bond No. | S-902-1750 |
| 2. | Bond No. | S-902-1719 |
| 3. | Bond No. | S-902-1702 |
| 4. | Bond No. | S-902-4062 |
| 5. | Bond No. | S-902-4779 |
| 6. | Bond No. | S-902-4798 |
| 7. | Bond No. | S-902-4788 |
| 8. | Bond No. | S-902-0049 |
| 9. | Bond No. | S-902-0033 |

EXHIBIT B

North American Specialty Insurance Company

Washington International Insurance Company

PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 20 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTSBond No. S-902-1750County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE			
Name and address of claimant <u>ARTEK BUILDERS, INC.</u> <u>26 PROSPECT ROAD</u> <u>MATTAPOISETT, MA 02739-2154</u>		Name and address of debtor (YOUR CUSTOMER) <u>J.S. LOIZ, INC.</u> <u>12 VENTURA DRIVE</u> <u>NO. DARTMOUTH, MA 02747</u>	
Affiant's position with claimant <u>PRESIDENT</u>		Name and address of surety's principal (IF NOT CUSTOMER) <u>N/A</u>	
Legal status of claimant <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual or d/b/a			
Description of services or materials claimed <u>LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS</u>			
Project where services or materials used <u>MASSPORT LG05-C7 RESIDENTIAL SOUND</u> <u>INSTALLATION, PHASE 100</u> <u>BOSTON, MA</u>		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract <input type="checkbox"/> Purchase order <input checked="" type="checkbox"/> Open account <input type="checkbox"/> Other _____	
		<input checked="" type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy)	
TO		DATE	
S surety		9-21-04	
Owner		9-21-04	
Principal		9-21-04	
HOW		WRITTEN	
		WRITTEN	
		WRITTEN	
Date you last furnished labor, material or supplies <u>SEPTEMBER 15, 2004</u>			

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
(Signature of person making affidavit)

DIANE M. MERLO
(Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 2004, said subscriber being known to me and known by me to be the person described in the above instrument.

Gerald E. Johnson
(Notary Public)

GERALD E. JOHNSON
Notary Public

COPY

MASSACHUSETTS
MASSACHUSETTS CHAPTER 701 — 1983

SUBCONTRACT

THIS AGREEMENT made this 10 day of September, 2004, by and between
..... J.S. Luiz 3rd, Inc.
a corporation organized and existing under the laws of
a partnership consisting of
an individual doing business as
hereinafter called the "Contractor" and Artek Builders, Inc.
..... 26 Prospect Road, Mattapoisett, MA 02739
a corporation organized and existing under the laws of MA
a partnership consisting of
an individual doing business as
hereinafter called the "Subcontractor",
WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter
named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the comple-
tion of all work specified in Section No.
of the specifications for ... Painting and Carpentry & MISC. WORK DM new
..... (Name of Sub-Trade)
.....
and the plans referred to therein and addenda No.,,, and
for the ... Residential Sound Insulation Program MPA-C7 all as prepared by
(complete title of the project and the project number taken from the title page of the specifications)
..... Massachusetts Port Authority
..... (Name of Architect or Engineer)
for the sum of ... Time and Material (\$)
and the Contractor agrees to pay the Subcontractor said sum for said work. This price
includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s).,,,,,
.....,,,,,

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the herein-
before described plans, specifications (including all general conditions stated therein) and
addenda No.;,, and,, and,, and
to assume to the Contractor all the obligations and responsibilities that the Contractor by those
documents assumes to the ... Massachusetts Port Authority
(Awarding Authority)
hereinafter called the "Awarding Authority", except to the extent that provisions contained
therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the herein-
before described documents and to assume to the Subcontractor all the obligations and
responsibilities that the Awarding Authority by the terms of the hereinbefore described
documents assumes to the Contractor, except to the extent that provisions contained therein
are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by
the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

(OVER)

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

.....

.... ARTEK BUILDERS Inc. ...
(Name of Subcontractor)

By Diana M. Mello

SEAL
ATTEST

.....

I.S. Luiz 3rd Inc
(Name of Contractor)

By Ronald C. Mello V.P.

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C * 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	PAID TO DATE overhead & profit ***	TOTAL PAID TO DATE (F+G)	OUTSTANDING BALANCE DUE (E-H)
NO Dartmouth Sewer Tie-ins	803.52	0.00	803.52	96.42	899.94	803.52	34.17	837.69	62.25
YES Massport L676-C1 Residential Sound Work	415,303.54	844.61	416,148.15	49,937.78	466,085.93	410,934.95	17,697.47	428,632.42	37,453.51
YES Massport L605-C7 Residential Sound Work	303,491.98	42.75	303,534.73	36,424.17	339,958.90	257,477.20	12,908.37	270,385.57	69,573.32
YES M.H.D. 603641 - Chemical Storage Facilities	232,285.02	1,651.50	233,936.52	28,072.38	262,008.90	215,125.77	9,948.58	225,074.35	36,934.55
NO Mt. Pleasant Street New Bedford - Sewer	2,641.03	0.00	2,641.03	316.92	2,957.95	1,127.03	112.31	1,382.66	1,575.29
NO Rainbow/Kids - Norton	41,180.84	1,715.03	42,895.87	5,147.50	48,043.37	39,307.21	1,824.23	41,131.44	6,911.94
YES Somerset A.D.A. School Upgrades	4,676.62	0.00	4,676.62	561.19	5,237.81	2,639.82	198.86	2,838.70	2,399.11
YES Sloughton Court House	649.22	0.00	649.22	77.91	727.13	604.04	27.61	631.65	95.48
YES Massport D137-C2 Equip. Sand/Salt Bldg.	4,898.82	16.00	4,914.82	589.78	5,504.60	4,856.88	209.01	5,065.89	438.71
NO BCC - Building G Lobby Wall Covering	981.13	0.00	981.13	117.74	1,098.87	981.13	41.72	1,022.85	76.01
NO BCC - Building G Renovations	172.04	0.00	172.04	20.64	192.68	172.04	7.32	179.36	13.33
YES Bridgewater State Rondileau Campus	696.15	0.00	696.15	83.54	779.69	696.15	29.61	725.76	53.93
YES Camp Edwards - Bourne - EST Building	315.85	0.00	315.85	37.90	353.75	315.85	13.43	329.28	24.47
YES Walk to the Sea - Barnstable 203017	6,191.36	458.05	6,649.41	797.93	7,447.34	6,649.41	282.78	6,932.19	515.15
NO J.S. Luiz 3rd Inc. - Other	150.66	0.00	150.66	54.08	204.74	150.66	19.17	169.83	34.91
	\$1,014,737.78	\$4,727.94	\$1,019,465.72	\$122,335.89	\$1,141,801.61	942,284.98	43,354.66	985,639.64	156,161.97

*** Each job calculated as follows:

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

North American Specialty Insurance Company

Washington International Insurance Company

PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 20 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTSBond No. S-902-1719County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE			
Name and address of claimant <u>ARTEK BUILDERS, INC.</u> <u>26 PROSPECT ROAD</u> <u>MATTAPOISETT, MA 02739-2154</u>		Name and address of debtor (YOUR CUSTOMER) <u>J.S. LOIZ INC.</u> <u>12 VENTURA DRIVE</u> <u>NO. DARTMOUTH, MA 02747</u>	
Affiant's position with claimant <u>PRESIDENT</u>		Name and address of surety's principal (IF NOT CUSTOMER) <u>N/A</u>	
Legal status of claimant <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual or d/b/a			
Description of services or materials claimed <u>LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS</u>			
Project where services or materials used <u>MASSPORT LG76-C1 RESIDENTIAL SOUND</u> <u>INSTALLATION, PHASE 102</u> <u>BOSTON, MA</u>		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract <input type="checkbox"/> Purchase order <input checked="" type="checkbox"/> Open account <input type="checkbox"/> Other _____	
		<input checked="" type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy)	
TO		DATE	HOW
Surety		<u>9-21-04</u>	<u>WRITTEN</u>
Owner		<u>9-21-04</u>	<u>WRITTEN</u>
Principal		<u>9-21-04</u>	<u>WRITTEN</u>
Date you last furnished labor, material or supplies <u>SEPTEMBER 10, 2004</u>		Computation of claim Original Contract Price \$ <u>T & M</u> Extras or adjustments \$ <u>N/A</u> Paid on account or credits \$ <u>428,632.42</u> Net Claim \$ <u>37,453.51</u>	

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
(Signature of person making affidavit)

DIANE M. MERLO
(Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 20 04, said subscriber being known to me and known by me to be the person described in the above instrument.

(Notary Public)

Gerald E. Johnson
Notary Public

My Commission Expires: March 1, 2007
Commonwealth of Massachusetts

SUBCONTRACT

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

SEAL
ATTEST

..... Artek Builders, Inc.
(Name of Subcontractor)

By *Diane Merlo*
Diane Merlo

..... J.S. Luiz, Inc.
(Name of Contractor)

By *Joseph S. Luiz III*
Joseph S. Luiz 3rd

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

BOND

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C * 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	PAID TO DATE overhead & profit	(F+G) TOTAL PAID TO DATE	(E-H) OUTSTANDING BALANCE DUE
NO Dartmouth Sewer Tie-ins	803.52	0.00	803.52	96.42	899.94	803.52	34.17	837.69	62.25
YES Massport L676-C1 Residential Sound Work	415,303.54	844.61	416,148.15	49,937.78	466,085.93	410,934.95	17,697.47	428,632.42	37,453.51
YES Massport L605-C7 Residential Sound Work	303,491.98	42.75	303,534.73	36,424.17	339,958.90	257,477.20	12,908.37	270,385.57	69,573.32
YES M.H.D. 603641 - Chemical Storage Facilities	232,285.02	1,651.50	233,936.52	28,072.38	262,008.90	215,125.77	9,948.58	225,074.35	36,934.55
NO MI Pleasant Street New Bedford Sewer	2,641.03	0.00	2,641.03	316.92	2,957.95	1,270.35	112.31	1,382.66	1,575.29
NO Rainbow Kids - Norton	41,180.84	1,715.03	42,895.87	5,147.50	48,043.37	39,307.21	1,824.23	41,131.44	6,911.94
YES Somerset A.D.A. School Upgrades	4,676.62	0.00	4,676.62	561.19	5,237.81	2,639.82	198.88	2,838.70	2,399.11
YES Stoughton Court House	649.22	0.00	649.22	77.91	727.13	604.04	27.61	631.65	95.48
YES Massport D137-C2 Equip. Sand/Salt Bldg.	4,898.82	16.00	4,914.82	589.78	5,504.60	4,856.88	209.01	5,065.89	438.71
NO BGC - Building G Lobby Wall Covering	981.13	0.00	981.13	117.74	1,098.87	981.13	41.72	1,022.85	76.01
NO BGC - Building G Renovations	172.04	0.00	172.04	20.64	192.68	172.04	7.32	179.36	13.33
YES Bridgewater State Rondileau Campus	696.15	0.00	696.15	83.54	779.69	696.15	29.61	725.76	53.93
YES Camp Edwards - Bourne - EST Building	315.85	0.00	315.85	37.90	353.75	315.85	13.43	329.28	24.47
YES Walk to the Sea - Barnstable 203017	6,191.36	458.05	6,649.41	797.93	7,447.34	6,649.41	282.78	6,932.19	515.15
NO J.S. Luiz 3rd, Inc. - other	450.66	0.00	450.66	54.08	504.74	450.66	19.17	469.83	34.91
	\$1,014,737.78	\$4,727.94	\$1,019,465.72	\$122,335.89	\$1,141,801.61	942,284.98	43,354.66	985,639.64	156,161.97

*** Each job calculated as follows:

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

Washington International Insurance Company
 PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 20 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTSBond No. S-902-1702County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE																		
Name and address of claimant <u>ARTEX BUILDERS, INC.</u> <u>26 PROSPECT ROAD</u> <u>MATTAPoisett, MA 02739-2154</u>		Name and address of debtor (YOUR CUSTOMER) <u>J.S. LOIZ, INC.</u> <u>12 VENTURA DRIVE</u> <u>No. DARTMOUTH, MA 02747</u>																
Affiant's position with claimant <u>PRESIDENT</u>		Name and address of surety's principal (IF NOT CUSTOMER) <u>NA</u>																
Legal status of claimant <input checked="" type="checkbox"/> Corporation () Partnership () Individual or d/b/a																		
Description of services or materials claimed <u>LABOR, MATERIALS, OVERHEAD, PROFIT, ALL JOB COSTS</u>																		
Project where services or materials used <u>MASSACHUSETTS HIGHWAY DEPARTMENT</u> <u>REPAIR CHEMICAL STORAGE FACILITIES</u> <u>DISTRICT 5, MASSACHUSETTS</u>		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract () Purchase order <input checked="" type="checkbox"/> Open account () Other _____																
<table border="1"> <thead> <tr> <th colspan="3">NOTICE GIVEN</th> </tr> <tr> <th>TO</th> <th>DATE</th> <th>HOW</th> </tr> </thead> <tbody> <tr> <td>Surety</td> <td>9-21-04</td> <td>WRITTEN</td> </tr> <tr> <td>Owner</td> <td>9-21-04</td> <td>WRITTEN</td> </tr> <tr> <td>Principal</td> <td>9-21-04</td> <td>WRITTEN</td> </tr> </tbody> </table>		NOTICE GIVEN			TO	DATE	HOW	Surety	9-21-04	WRITTEN	Owner	9-21-04	WRITTEN	Principal	9-21-04	WRITTEN	Computation of claim Original Contract Price \$ <u>T+M</u> Extras or adjustments \$ <u>NA</u> Paid on account or credits \$ <u>225,074.35</u> Net Claim \$ <u>36,934.55</u>	
NOTICE GIVEN																		
TO	DATE	HOW																
Surety	9-21-04	WRITTEN																
Owner	9-21-04	WRITTEN																
Principal	9-21-04	WRITTEN																
Date you last furnished labor, material or supplies <u>SEPTEMBER 15, 2004</u>																		

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
 (Signature of person making affidavit)

DIANE M. MERLO
 (Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 2004, said subscriber being known to me and known by me to be the person described in the above instrument.

Gerald E. Johnson
 (Notary Public)
 GERALD E. JOHNSON
 Notary Public

My Commission Expires: March 1, 2007
 Commonwealth of Massachusetts

SUBCONTRACT

OVER)

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

.....

..... Artek Builders, Inc.
(Name of Subcontractor)

By .. *Diane Merlo*
Diane Merlo

SEAL
ATTEST

.....

..... J.S. Luiz, Inc.
(Name of Contractor)

By ... *Joseph S. Luiz III*
Joseph S. Luiz 3rd

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

BOND

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C * 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	*** PAID TO DATE overhead & profit	(F+G) TOTAL PAID TO DATE	(E-H) OUTSTANDING BALANCE DUE
NO Dartmouth Sewer Tie-ins	803.52	0.00	803.52	96.42	899.94	803.52	34.17	837.69	62.25
YES Massport L676-C1 Residential Sound Work	415,303.54	844.61	416,148.15	49,937.78	466,085.93	410,934.95	17,697.47	428,632.42	37,453.51
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YES M.H.D. 603641 - Chemical Storage Facilities	232,285.02	1,651.50	233,936.52	28,072.38	262,008.90	215,125.77	9,948.58	225,074.35	36,934.55
NO Mt. Pleasant Street New Bedford - Sewer	2,641.03	0.00	2,641.03	316.92	2,957.95	1,270.35	112.31	1,382.66	1,575.29
NO Rainbow Kids - Norton	41,180.84	1,715.03	42,895.87	5,147.50	48,043.37	39,307.21	1,824.23	41,131.44	6,911.94
YES Somerset A.D.A. School Upgrades	4,676.62	0.00	4,676.62	561.19	5,237.81	2,639.82	198.88	2,838.70	2,399.11
YES Stoughton Court House	649.22	0.00	649.22	77.91	727.13	604.04	27.61	631.65	95.48
YES Massport D137-C2 Equip. Sand/Salt Bldg.	4,898.82	16.00	4,914.82	589.78	5,504.60	4,856.88	209.01	5,065.89	438.71
NO BCC - Building G Lobby Wall Covering	981.13	0.00	981.13	117.74	1,098.87	981.13	41.72	1,022.85	76.01
NO BCC - Building G Renovations	172.04	0.00	172.04	20.64	192.68	172.04	7.32	179.36	13.33
YES Bridgewater State Rondileau Campus	696.15	0.00	696.15	83.54	779.69	696.15	29.61	725.76	53.93
YES Camp Edwards - Bourne - EST Building	315.85	0.00	315.85	37.90	353.75	315.85	13.43	329.28	24.47
YES Walk to the Sea - Barnstable 203017	6,191.36	458.05	6,649.41	797.93	7,447.34	6,649.41	282.78	6,932.19	515.15
NO J.S. Luiz 3rd, Inc. - other	450.66	0.00	450.66	54.08	504.74	450.66	19.17	469.83	34.91

\$1,014,737.78	\$4,727.94	\$1,019,465.72	\$122,335.89	\$1,141,801.61	942,284.98	43,354.66	985,639.64	156,161.97
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*** Each job calculated as follows:

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

North American Specialty Insurance Company

Washington International Insurance Company

PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 25 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTS

Bond No. S-902-4062

County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE			
Name and address of claimant ARTEK BUILDERS, INC. 26 PROSPECT ROAD MATTAPAN, MA 02739-2154		Name and address of debtor (YOUR CUSTOMER) J.S. LUIZ, INC. 12 VENTURA DRIVE NO. DARTMOUTH, MA 02747	
Affiant's position with claimant PRESIDENT		Name and address of surety's principal (IF NOT CUSTOMER) N/A	
Legal status of claimant <input checked="" type="checkbox"/> Corporation () Partnership () Individual or d/b/a			
Description of services or materials claimed LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS			
Project where services or materials used SOMERSET A.D.A. SCHOOL UPGRADES SOMERSET, MA		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract () Purchase order <input checked="" type="checkbox"/> Open account () Other	
		<input checked="" type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy)	
NOTICE GIVEN		Computation of claim	
TO	DATE	HOW	
Surety	10-6-04	WRITTEN	Original Contract Price \$ T.M.
Owner	N/A	N/A	Extras or adjustments \$ N/A
Principal	9-21-04	WRITTEN	Paid on account or credits \$ 2,838.70
			Net Claim \$ 2,399.11
Date you last furnished labor, material or supplies SEPTEMBER 7, 2004			

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
(Signature of person making affidavit)

DIANE M. MERLO
(Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 2004, said subscriber being known to me and known by me to be the person described in the above instrument.

(Notary Public)

Gerald E. Johnson
GERALD E. JOHNSON
Notary Public


MASSACHUSETTS
MASSACHUSETTS CHAPTER 701 — 1983

COPY

SUBCONTRACT

THIS AGREEMENT made this 10 day of September, 2004, by and between
 J.S. Luiz 3rd, Inc.
 a corporation organized and existing under the laws of
 a partnership consisting of
 an individual doing business as
 hereinafter called the "Contractor" and Artek Builders, Inc.
 26 Prospect Road, Mattapoisett, MA 02739
 a corporation organized and existing under the laws of ... MA
 a partnership consisting of
 an individual doing business as
 hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No.
 of the specifications for ... Painting and Carpentry & Misc. 
 (Name of Sub-Trade)
 and the plans referred to therein and addenda No., and
 for the Somerset A.D.A. School Upgrades all as prepared by
 (complete title of the project and the project number taken from the title page of the specifications)
 Somerset Public Schools
 (Name of Architect or Engineer)
 for the sum of Time and Material (\$)
 and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s).,
,

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein) and addenda No., and and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Somerset Public School
 (Awarding Authority)
 hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

SEAL
ATTEST

..... ARTEL BUILDERS, INC.
(Name of Subcontractor)

By *D. Jane M. M...*

..... J. Swir 3rd, Inc.
(Name of Contractor)

By *Ronald C. M...* V.P.

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

North American Specialty Insurance Company

Washington International Insurance Company

PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 25 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTS

Bond No. S-901-4779

County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE			
Name and address of claimant ARTEK BUILDERS, INC. 26 PROSPECT ROAD MATTAPoisett, MA 02739-2154		Name and address of debtor (YOUR CUSTOMER) J.S. LUIZ, INC. 12 VENTURA DRIVE No. DARTMOUTH, MA 02747	
Affiant's position with claimant PRESIDENT		Name and address of surety's principal (IF NOT CUSTOMER) N/A	
Legal status of claimant <input checked="" type="checkbox"/> Corporation () Partnership () Individual or d/b/a			
Description of services or materials claimed LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS			
Project where services or materials used STOUGHTON DISTRICT COURTHOUSE INDOOR AIR QUALITY & RENOVATIONS STOUGHTON, MA		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract () Purchase order <input checked="" type="checkbox"/> Open account () Other _____	
NOTICE GIVEN		Computation of claim	
TO	DATE	HOW	
Surety	10-6-04	WRITTEN	Original Contract Price \$ T & M
Owner	N/A	N/A	Extras or adjustments \$ N/A
Principal	9-21-04	WRITTEN	Paid on account or credits \$ 631.65
			Net Claim \$ 95.48
Date you last furnished labor, material or supplies SEPTEMBER 1, 2004			

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
(Signature of person making affidavit)

DIANE M. MERLO
(Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 2004, said subscriber being known to me and known by me to be the person described in the above instrument.

Gerald E. Johnson
(Notary Public)

Notary Public

My Commission Expires: March 1, 2007

Any person who, knowingly and with intent to defraud any insurance company or other person, files a statement of claim containing any materially false information, or conceals information for the purpose of misleading, concerning any fact material thereto, commits a fraudulent insurance act, which is a criminal offense and so be subject to a civil penalty.

MASSACHUSETTS
MASSACHUSETTS CHAPTER 701 — 1983

COPY

SUBCONTRACT

THIS AGREEMENT made this 10 day of September, 2004, by and between
J.S. Luiz, 3rd, Inc.
a corporation organized and existing under the laws of
a partnership consisting of
an individual doing business as
hereinafter called the "Contractor" and Artek Builders, Inc.
26 Prospect Road, Mattapoisett, MA 02739
a corporation organized and existing under the laws of MA
a partnership consisting of
an individual doing business as
hereinafter called the "Subcontractor",
WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter
named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the comple-
tion of all work specified in Section No. of the specifications for Painting and Carpentry
(Name of Sub-Trade)
and the plans referred to therein and addenda No. and
for the Stoughton District Courthouse all as prepared by
(complete title of the project and the project number taken from the title page of the specifications)
County Commissioners, County of Norfolk
(Name of Architect or Engineer)
for the sum of Time and Material (\$)
and the Contractor agrees to pay the Subcontractor said sum for said work. This price
includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s).
.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the herein-
before described plans, specifications (including all general conditions stated therein) and
addenda No. and and and to
assume to the Contractor all the obligations and responsibilities that the Contractor by those
documents assumes to the County Commissioners, County of Norfolk
(Awarding Authority)
hereinafter called the "Awarding Authority", except to the extent that provisions contained
therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the herein-
before described documents and to assume to the Subcontractor all the obligations and
responsibilities that the Awarding Authority by the terms of the hereinbefore described-
documents assumes to the Contractor, except to the extent that provisions contained therein
are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by
the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin.

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

SEAL
ATTEST

..... ARTEK BUILDERS Inc.
(Name of Subcontractor)

By .. Diane M. Mue ..

..... J.S. Luiz 3rd Inc
(Name of Contractor)

By .. R. C. M. V.P. ..

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

BOND

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C + 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	PAID TO DATE overhead & profit	TOTAL PAID TO DATE	OUTSTANDING BALANCE DUE
NO	Dartmouth Sewer Tie-ins	803.52	0.00	803.52	96.42	803.52	34.17	837.69	67.25
YES	Massport L676-C1 Residential Sound Work	415,303.54	844.61	416,148.15	49,937.78	410,934.95	17,697.47	428,632.42	37,453.51
YES	Massport L605-C7 Residential Sound Work	303,491.98	42.75	303,534.73	36,424.17	257,477.20	12,908.37	270,385.57	69,573.32
YES	M.H.D. 503641 - Chemical Storage Facilities	232,285.02	1,651.50	233,936.52	28,072.38	215,125.77	9,948.58	225,074.35	36,934.55
NO	Mt. Pleasant Street New Bedford - Sewer	2,641.03	0.00	2,641.03	316.92	1,270.35	112.31	1,382.66	1,575.29
NO	Rainbow Kids - Norton	41,180.84	1,715.03	42,895.87	5,147.50	39,307.21	1,824.23	41,131.44	8,911.94
YES	Somerset A.D.A. School Upgrades	4,676.62	0.00	4,676.62	561.19	2,639.82	198.88	2,838.70	2,399.11
YES	Stoughton Court House	649.22	0.00	649.22	77.91	604.04	27.61	631.65	95.48
YES	Massport D137-C2 Equip. Sand/Salt Bldg	4,898.82	16.00	4,914.82	589.78	4,856.88	209.01	5,065.89	438.71
NO	BGC - Building G Lobby Wall Covering	981.13	0.00	981.13	117.74	981.13	41.72	1,022.86	76.01
NO	BGC - Building G Renovations	172.04	0.00	172.04	20.64	172.04	7.32	179.36	13.33
YES	Bridgewater State Rondicleau Campus	696.15	0.00	696.15	83.54	696.15	29.61	725.76	53.93
YES	Camp Edwards - Bourne - EST Building	315.85	0.00	315.85	37.90	315.85	13.43	329.28	24.47
YES	Walk to the Sea - Barnstable 203017	6,191.36	458.05	6,649.41	797.93	6,649.41	282.78	6,932.19	515.15
NO	J.S. Luiz 3rd, Inc. - other	450.66	0.00	450.66	54.08	450.66	19.17	469.83	34.91
		\$1,014,737.78	\$4,727.94	\$1,019,465.72	\$122,335.89	\$1,141,801.61	43,354.66	985,639.64	156,161.97

*** Each job calculated as follows:

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

North American Specialty Insurance Company

Washington International Insurance Company

PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 25 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTS

Bond No. S-901-4798

County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE			
Name and address of claimant ARTEK BUILDERS, INC. 26 PROSPECT ROAD HATFIELD, MA 02739-2154		Name and address of debtor (YOUR CUSTOMER) J.S. LUIZ, INC. 12 VENTURA DRIVE No. DARTMOUTH, MA 02747	
Affiant's position with claimant PRESIDENT		Name and address of surety's principal (IF NOT CUSTOMER) N/A	
Legal status of claimant <input checked="" type="checkbox"/> Corporation () Partnership () Individual or d/b/a			
Description of services or materials claimed LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS			
Project where services or materials used MASSACHUSETTS PORT AUTHORITY EQUIPMENT, SAND/SALT BUILDING BOSTON, MA		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract () Purchase order <input checked="" type="checkbox"/> Open account () Other _____ <input checked="" type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy)	
NOTICE GIVEN		Computation of claim	
TO	DATE	HOW	
Surety	10-6-04	WRITTEN	Original Contract Price \$ T4M
Owner	N/A	N/A	Extras or adjustments \$ N/A
Principal	9-21-04	9-21-04	Paid on account or credits \$ 5,065.89
			Net Claim \$ 438.71
Date you last furnished labor, material or supplies SEPTEMBER 3, 2004			

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
(Signature of person making affidavit)

DIANE M. MERLO
(Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 20 04, said subscriber being known to me and known by me to be the person described in the above instrument.

Gerald E. Johnson
(Notary Public)
Notary Public
My Commission Expires: March 1, 2007

COPY

MASSACHUSETTS
MASSACHUSETTS CHAPTER 701 — 1983

SUBCONTRACT

THIS AGREEMENT made this 10 day of September, 2004, by and between
..... J.S. Luiz 3rd, Inc.
a corporation organized and existing under the laws of
a partnership consisting of
an individual doing business as
hereinafter called the "Contractor" and Artek Builders, Inc.
..... 26 Prospect Road, Mattapoisett, MA 02739
a corporation organized and existing under the laws of ... MA
a partnership consisting of
an individual doing business as
hereinafter called the "Subcontractor",
WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter
named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the comple-
tion of all work specified in Section No.
of the specifications for ... Painting and Carpentry
..... (Name of Sub-Trade)
.....
and the plans referred to therein and addenda No.,, and
for the Equip. Storage Building & Sand/Salt Storage Shed all as prepared by
(complete title of the project and the project number taken from the title page of the specifications)
..... Massachusetts Port Authority
..... (Name of Architect or Engineer)
for the sum of ... Time and Material (\$)
and the Contractor agrees to pay the Subcontractor said sum for said work. This price
includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s).,,
.....,,,

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the herein-
before described plans, specifications (including all general conditions stated therein) and
addenda No.,, and, and and to
assume to the Contractor all the obligations and responsibilities that the Contractor by those
documents assumes to the Massachusetts Port Authority
..... (Awarding Authority)
hereinafter called the "Awarding Authority", except to the extent that provisions contained
therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the herein-
before described documents and to assume to the Subcontractor all the obligations and
responsibilities that the Awarding Authority by the terms of the hereinbefore described
documents assumes to the Contractor, except to the extent that provisions contained therein
are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by
the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

SEAL
ATTEST

..... ARTEK BUILDERS INC.....
(Name of Subcontractor)

By *Diane M. Mew*

..... I.S. LUIZ 3rd INC.....
(Name of Contractor)

By *Ronald C. M. V.P.*

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

BOND

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C * 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	PAID TO DATE overhead & profit	TOTAL PAID TO DATE	(E-H) OUTSTANDING BALANCE DUE
NO	803.52	0.00	803.52	96.42	899.94	803.52	34.17	837.69	62.25
YES	415,303.54	844.61	416,148.15	49,937.78	466,085.93	410,934.95	17,697.47	428,632.42	37,453.51
YES	303,491.98	42.75	303,534.73	36,424.17	339,958.90	257,477.20	12,908.37	270,385.57	69,573.32
YES	232,285.02	1,651.50	233,936.52	28,072.38	262,008.90	215,125.77	9,948.58	225,074.35	36,934.55
NO	2,641.03	0.00	2,641.03	316.92	2,957.95	1,270.35	112.31	1,382.66	1,575.29
NO	41,180.84	1,715.03	42,895.87	5,147.50	48,043.37	39,307.21	1,824.23	41,131.44	6,911.94
YES	4,676.62	0.00	4,676.62	561.19	5,237.81	2,639.82	198.88	2,838.70	2,399.11
YES	649.22	0.00	649.22	77.91	727.13	604.04	27.61	631.65	95.48
YES	4,898.82	16.00	4,914.82	589.78	5,504.60	4,856.88	209.01	5,065.89	438.71
NO	981.13	0.00	981.13	117.74	1,098.87	981.13	41.72	1,022.85	76.01
NO	172.04	0.00	172.04	20.64	192.68	172.04	7.32	179.36	13.33
YES	696.15	0.00	696.15	83.54	779.69	696.15	29.61	725.76	53.93
YES	315.85	0.00	315.85	37.90	353.75	315.85	13.43	329.28	24.47
YES	6,191.36	458.05	6,649.41	797.93	7,447.34	6,649.41	282.78	6,932.19	515.15
NO	450.66	0.00	450.66	54.08	504.74	450.66	19.17	469.83	34.91
	\$1,014,737.78	\$4,727.94	\$1,019,465.72	\$122,335.89	\$1,141,801.61	942,284.98	43,354.66	985,639.64	156,161.97

*** Each job calculated as follows:

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

North American Specialty Insurance Company
 Washington International Insurance Company
 PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 25 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTSBond No. S-901-4788County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE															
Name and address of claimant <u>ARTEK BUILDERS, INC.</u> <u>26 PROSPECT ROAD</u> <u>MATAPoisET, MA 02739-2154</u>		Name and address of debtor (YOUR CUSTOMER) <u>J.S. LUIZ, INC.</u> <u>12 VENTURA DRIVE</u> <u>No. DARTMOUTH, MA 02747</u>													
Affiant's position with claimant <u>PRESIDENT</u>		Name and address of surety's principal (IF NOT CUSTOMER) <u>N/A</u>													
Legal status of claimant <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual or d/b/a															
Description of services or materials claimed <u>LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS</u>															
Project where services or materials used <u>BRIDGEWATER STATE COLLEGE</u> <u>CAMPUS CENTER RENOVATIONS</u> <u>BRIDGEWATER, MA</u>		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract <input type="checkbox"/> Purchase order <input checked="" type="checkbox"/> Open account <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy)													
<table border="1"> <thead> <tr> <th></th> <th>NOTICE GIVEN DATE</th> <th>HOW</th> </tr> </thead> <tbody> <tr> <td>Surety</td> <td><u>10-6-04</u></td> <td><u>WRITTEN</u></td> </tr> <tr> <td>Owner</td> <td><u>N/A</u></td> <td><u>N/A</u></td> </tr> <tr> <td>Principal</td> <td><u>9-21-04</u></td> <td><u>WRITTEN</u></td> </tr> </tbody> </table>			NOTICE GIVEN DATE	HOW	Surety	<u>10-6-04</u>	<u>WRITTEN</u>	Owner	<u>N/A</u>	<u>N/A</u>	Principal	<u>9-21-04</u>	<u>WRITTEN</u>	Computation of claim Original Contract Price \$ <u>74M</u> Extras or adjustments \$ <u>N/A</u> Paid on account or credits \$ <u>725.76</u> Net Claim \$ <u>53.93</u>	
	NOTICE GIVEN DATE	HOW													
Surety	<u>10-6-04</u>	<u>WRITTEN</u>													
Owner	<u>N/A</u>	<u>N/A</u>													
Principal	<u>9-21-04</u>	<u>WRITTEN</u>													
Date you last furnished labor, material or supplies <u>MARCH 26, 2004</u>															

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
 (Signature of person making affidavit)

DIANE M. MERLO
 (Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 2004, said subscriber being known to me and known by me to be the person described in the above instrument.

Gerald E. Johnson
 (Notary Public)
 Notary Public

My Commission Expires: March 1, 2007

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subject to a civil penalty.

MASSACHUSETTS
MASSACHUSETTS CHAPTER 701 — 1983

COPY

SUBCONTRACT

THIS AGREEMENT made this 10th day of September, 2004, by and between
..... J.S. Luiz 3rd, Inc.
a corporation organized and existing under the laws of
a partnership consisting of
an individual doing business as
hereinafter called the "Contractor" and Artek Builders, Inc.
..... 26 Prospect Road, Mattapoisett, MA 02739
a corporation organized and existing under the laws of ... MA
a partnership consisting of
an individual doing business as
hereinafter called the "Subcontractor",
WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter
named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the comple-
tion of all work specified in Section No.
of the specifications for ... Painting and Carpentry (Name of Sub-Trade)
.....
and the plans referred to therein and addenda No., and
for the ... Bridgewater State Rondileau Campus all as prepared by
(complete title of the project and the project number taken from the title page of the specifications)
..... Bridgewater State College
(Name of Architect or Engineer)
for the sum of Time and Material (\$)
and the Contractor agrees to pay the Subcontractor said sum for said work. This price
includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s).,
.....

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the herein-
before described plans, specifications (including all general conditions stated therein) and
addenda No., and and and to
assume to the Contractor all the obligations and responsibilities that the Contractor by those
documents assumes to the ... Bridgewater State College
(Awarding Authority)
hereinafter called the "Awarding Authority", except to the extent that provisions contained
therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the herein-
before described documents and to assume to the Subcontractor all the obligations and
responsibilities that the Awarding Authority by the terms of the hereinbefore described-
documents assumes to the Contractor, except to the extent that provisions contained therein
are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by
the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

(OVER)

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

SEAL
ATTEST

..... ARTER BUILDERS, INC.
(Name of Subcontractor)

By .. *D. Jane M. Mink* ..

..... *Mani Lucab* ..

..... J.S. LUIZ 3RD INC
(Name of Contractor)

By .. *Ronald M. V.F.* ..

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

BOND

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C * 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	PAID TO DATE overhead & profit	TOTAL PAID TO DATE	OUTSTANDING BALANCE DUE
NO Dartmouth Sewer Tie Ins	803.52	0.00	803.52	96.42	899.94	803.52	34.17	837.69	62.25
YES Massport L676-C1 Residential Sound Work	415,303.54	844.61	416,148.15	49,937.78	466,085.93	410,934.95	17,697.47	428,632.42	37,453.51
YES Massport L605-C7 Residential Sound Work	303,491.98	42.75	303,534.73	36,424.17	339,958.90	257,477.20	12,908.37	270,385.57	69,573.32
YES M.H.D. 603641 - Chemical Storage Facilities	232,285.02	1,651.50	233,936.52	28,072.38	262,008.90	215,125.77	9,948.58	225,074.35	36,934.55
NO Mt. Pleasant Street New Bedford - Sewer	2,641.03	0.00	2,641.03	316.92	2,957.95	1,270.35	112.31	1,382.66	1,575.29
NO Rainbow Kids - Norton	41,180.94	1,715.03	42,895.97	5,147.50	48,043.37	39,307.21	1,824.23	41,131.44	6,911.94
YES Somerset A.D.A. School Upgrades	4,676.62	0.00	4,676.62	561.19	5,237.81	2,639.82	198.88	2,838.70	2,399.11
YES Stoughton Court House	649.22	0.00	649.22	77.91	727.13	604.04	27.61	631.65	95.48
YES Massport D137-C2 Equip. Sand/Salt Bldg.	4,898.82	16.00	4,914.82	589.78	5,504.60	4,856.88	209.01	5,065.89	438.71
NO BCC - Building G Lobby Wall Covering	981.13	0.00	981.13	117.74	1,098.87	981.13	41.72	1,022.85	76.01
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YES Camp Edwards - Bourne - EST Building	315.85	0.00	315.85	37.90	353.75	315.85	13.43	329.28	24.47
YES Walk to the Sea - Barnstable 203017	6,191.36	458.05	6,649.41	797.93	7,447.34	6,649.41	282.78	6,932.19	515.15
NO J.S. Luiz 3rd, Inc. - other	450.66	0.00	450.66	54.08	504.74	450.66	19.17	469.83	34.91

\$1,014,737.78 \$4,727.94 \$1,019,465.72 \$122,335.89 \$1,141,801.61 942,284.98 43,354.66 985,639.64 156,161.97

*** Each job calculated as follows:

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

North American Specialty Insurance Company

Washington International Insurance Company

PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 25 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTS

Bond No. S-902-0049

County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE			
Name and address of claimant ARTEK BUILDERS, INC. 26 PROSPECT ROAD MATAPOSETT, MA 02739-2154		Name and address of debtor (YOUR CUSTOMER) J.S. LUZ, INC. 12 VENTURA DRIVE NO. DARTMOUTH, MA 02747	
Affiant's position with claimant PRESIDENT		Name and address of surety's principal (IF NOT CUSTOMER) N/A	
Legal status of claimant <input checked="" type="checkbox"/> Corporation () Partnership () Individual or d/b/a			
Description of services or materials claimed LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS			
Project where services or materials used CAMP EDWARDS - EST BUILDING BOURNE, MA		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract () Purchase order <input checked="" type="checkbox"/> Open account () Other _____ <input checked="" type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy)	
TO	NOTICE GIVEN DATE	HOW	Computation of claim
Surety	10-6-04	WRITTEN	Original Contract Price \$ T+M
Owner	N/A	N/A	Extras or adjustments \$ N/A
Principal	9-21-04	WRITTEN	Paid on account or credits \$ 329.28
			Net Claim \$ 24.47
Date you last furnished labor, material or supplies MAY 14, 2004			

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
(Signature of person making affidavit)

DIANE M. MERLO
(Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 20 04, said subscriber being known to me and known by me to be the person described in the above instrument.

Gerald E. Johnson
(Notary Public) Notary Public

My Commission Expires: March 1, 2007

MASSACHUSETTS
MASSACHUSETTS CHAPTER 701 — 1983

COPY

SUBCONTRACT

THIS AGREEMENT made this 30 day of October, 2003, by and between
..... J.S. Luiz 3rd., Inc.
a corporation organized and existing under the laws of MA
a partnership consisting of
an individual doing business as
hereinafter called the "Contractor" and Artek Builders, Inc.
..... 26 Prospect Road, Mattapoisett, MA 02739
a corporation organized and existing under the laws of MA
a partnership consisting of
an individual doing business as
hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No.
of the specifications for Painting and Carpentry
..... (Name of Sub-Trade)
and the plans referred to therein and addenda No., and
for the Construct the EST Building, Camp Edwards all as prepared by
(complete title of the project and the project number taken from the title page of the specifications)
..... Military Division - State Quartermaster's Office
(Name of Architect or Engineer)
for the sum of Time and Material (\$)
and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s).,
.....,
.....

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein) and addenda No., and and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Military Division - State Quartermaster's Office
(Awarding Authority)
hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

OVER)

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

SEAL
ATTEST

..... Artek Builders, Inc.
(Name of Subcontractor)

By *Diane Merlo*
Diane Merlo

..... J.S. Luiz, Inc.
(Name of Contractor)

By *Joseph S. Luiz 3rd*
Joseph S. Luiz 3rd

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

BOND

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C * 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	PAID TO DATE overhead & profit ***	TOTAL PAID TO DATE	OUTSTANDING BALANCE DUE
NO Dartmouth Sewer Tie-ins	803.52	0.00	803.52	96.42	899.94	803.52	34.17	837.69	62.25
YES Massport L676-C1 Residential Sound Work	415,303.54	844.61	416,148.15	49,937.78	466,085.93	410,934.95	17,697.47	428,632.42	37,453.51
YES Massport L605-C7 Residential Sound Work	303,491.98	42.75	303,534.73	36,424.17	339,958.90	257,477.20	12,908.37	270,385.57	69,573.32
YES M.H.D. 603641 - Chemical Storage Facilities	232,285.02	1,651.50	233,936.52	28,072.38	262,008.90	215,125.77	9,948.58	225,074.35	36,934.55
NO Mt. Pleasant Street New Bedford - Sewer	2,641.03	0.00	2,641.03	316.92	2,957.95	1,270.35	112.31	1,382.66	1,575.29
NO Rainbow Kids - Norton	41,180.84	1,175.03	42,895.87	5,147.50	48,043.37	39,307.21	1,824.23	41,131.44	6,911.94
YES Somerset A.D.A. School Upgrades	4,676.62	0.00	4,676.62	561.19	5,237.81	2,639.82	198.88	2,838.70	2,399.11
YES Stoughton Court House	649.22	0.00	649.22	77.91	727.13	604.04	27.61	631.65	95.48
YES Massport D137-C2 Equip. Sand/Salt Bldg.	4,898.82	16.00	4,914.82	589.78	5,504.60	4,856.88	209.01	5,065.89	438.71
NO BCC - Building G Lobby Wall Covering	981.13	0.00	981.13	117.74	1,098.87	981.13	41.72	1,022.85	76.01
NO BCC - Building G Renovations	172.04	0.00	172.04	20.64	192.68	172.04	7.32	179.36	13.33
YES Bridgewater State Rondicleau Campus	696.15	0.00	696.15	83.54	779.69	696.15	29.61	725.76	53.93
YES Camp Edwards - Bourne - EST Building	315.85	0.00	315.85	37.90	353.75	315.85	13.43	329.28	24.47
YES Walk to the Sea - Barnstable 203017	6,191.36	458.05	6,649.41	797.93	7,447.34	6,649.41	282.78	6,932.19	515.15
NO J.S. Luiz 3rd, Inc - other	450.66	0.00	450.66	54.08	504.74	450.66	19.17	469.83	34.91
	\$1,014,737.78	\$4,727.94	\$1,019,465.72	\$122,335.89	\$1,141,801.61	942,284.98	43,354.66	985,639.64	156,161.97

*** Each job calculated as follows:

Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.

North American Specialty Insurance Company

Washington International Insurance Company

PROOF OF CLAIM - CONSTRUCTION CONTRACT

RECEIVED OCT 25 2004

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of MASSACHUSETTSBond No. S-902-0033County of PLYMOUTH

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE			
Name and address of claimant <u>ARTEL BUILDERS, INC.</u> <u>26 PROSPECT ROAD</u> <u>MATTAPOISETT, MA 02739-2154</u>		Name and address of debtor (YOUR CUSTOMER) <u>J. S. LUIZ, INC.</u> <u>12 VENTURA DRIVE</u> <u>NO. DARTMOUTH, MA 02747</u>	
Affiant's position with claimant <u>PRESIDENT</u>		Name and address of surety's principal (IF NOT CUSTOMER) <u>N/A</u>	
Legal status of claimant <input checked="" type="checkbox"/> Corporation () Partnership () Individual or d/b/a			
Description of services or materials claimed <u>LABOR, MATERIAL, OVERHEAD, PROFIT, ALL JOB COSTS</u>			
Project where services or materials used <u>WALK TO SEA PARK</u> <u>BARNSTABLE, MA</u>		Please Check All That Apply <input checked="" type="checkbox"/> Subcontract () Purchase order <input checked="" type="checkbox"/> Open account () Other _____	
		<input checked="" type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy)	
	NOTICE GIVEN		Computation of claim
TO	DATE	HOW	
Surety	<u>10-6-04</u>	<u>WRITTEN</u>	Original Contract Price \$ <u>T&M</u>
Owner	<u>N/A</u>	<u>N/A</u>	Extras or adjustments \$ <u>N/A</u>
Principal	<u>9-21-04</u>	<u>WRITTEN</u>	Paid on account or credits \$ <u>6,932.19</u>
			Net Claim \$ <u>515.15</u>
Date you last furnished labor, material or supplies <u>JUNE 10, 2004</u>			

This affidavit is made in support of the above described claim against, and for the purpose of inducing, Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim, claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

Diane M. Merlo
(Signature of person making affidavit)

DIANE M. MERLO
(Typewritten or printed name of person making affidavit)

PLYMOUTH, SS.

Signed and sworn to before me on October 28, 2004, said subscriber being known to me and known by me to be the person described in the above instrument.

Gerald E. Johnson
(Notary Public)

Notary Public

My Commission Expires: March 1, 2007

MASSACHUSETTS
MASSACHUSETTS CHAPTER 701 — 1983

COPY

SUBCONTRACT

THIS AGREEMENT made this 6 day of January, 2004, by and between
 J.S. Luiz 3rds. Inc.
 a corporation organized and existing under the laws of MA
 a partnership consisting of
 an individual doing business as
 hereinafter called the "Contractor" and Artek Builders, Inc.
 26 Prospect Road, Mattapoisett, MA 02739
 a corporation organized and existing under the laws of MA
 a partnership consisting of
 an individual doing business as
 hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No.
 of the specifications for Painting and Carpentry
 (Name of Sub-Trade)

 and the plans referred to therein and addenda No.,, and
 for the Walk to Sea Park all as prepared by
 (complete title of the project and the project number taken from the title page of the specifications)
 Camp Dresser & McKee, Inc.
 (Name of Architect or Engineer)
 for the sum of Time and Material (\$)
 and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s).,,
,,,,,

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein) and addenda No.,, and, and, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Town of Barnstable
 (Awarding Authority)
 hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin,

(OVER)

prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL
ATTEST

SEAL
ATTEST

..... Artek Builders, Inc.
(Name of Subcontractor)

By .. *Diane Merlo*
Diane Merlo

..... J.S. Luiz, Inc.
(Name of Contractor)

By .. *Joseph S. Luiz III*
Joseph S. Luiz 3rd

FINAL JOB BREAKDOWN FOR BONDING COMPANY

ARTEK BUILDERS, INC. - J.S. LUIZ JOBS
Page 1 of 1

BOND

	A	B	C	D	E	F	G	H	I
	LABOR	MATERIAL	(A+B) SUBTOTAL	(C * 12%) OVERHEAD & PROFIT	(C+D) TOTAL JOB VALUE	PAID TO DATE labor & material	PAID TO DATE overhead & profit ***	TOTAL PAID TO DATE	(E-H) OUTSTANDING BALANCE DUE
NO	Dartmouth Sewer Tie-Ins	803.52	0.00	803.52	96.42	803.52	34.17	837.69	62.25
YES	Massport L676-C1 Residential Sound Work	415,303.54	844.61	416,148.15	49,937.78	410,934.95	17,697.47	428,632.42	37,453.51
YES	Massport L605-C7 Residential Sound Work	303,491.98	42.75	303,534.73	36,424.17	257,477.20	12,908.37	270,385.57	69,573.32
YES	M.H.D. 603641 - Chemical Storage Facilities	232,285.02	1,651.50	233,936.52	28,072.38	215,125.77	9,948.58	225,074.35	36,934.55
NO	Mt. Pleasant Street New Bedford - Sewer	2,641.03	0.00	2,641.03	316.92	1,270.95	112.31	1,382.66	1,575.29
NO	Rainbow Kids - Norton	41,180.84	1,715.03	42,895.87	5,147.50	39,307.21	1,824.23	41,131.44	6,911.94
YES	Somerset A.D.A. School Upgrades	4,676.62	0.00	4,676.62	561.19	2,639.82	198.88	2,838.70	2,399.11
YES	Stoughton Court House	649.22	0.00	649.22	77.91	604.04	27.61	631.65	95.48
YES	Massport D137-C2 Equip. Sand/Salt Bldg.	4,898.82	16.00	4,914.82	589.78	4,856.88	209.01	5,065.89	438.71
NO	BCC - Building G Lobby Wall Covering	981.13	0.00	981.13	117.74	981.13	41.72	1,022.85	76.01
NO	BCC - Building G Renovations	172.04	0.00	172.04	20.64	172.04	7.32	179.36	13.33
YES	Bridgewater State Rondleau Campus	696.15	0.00	696.15	83.54	696.15	29.61	725.76	53.93
YES	Camp Edwards - Bourne - EST Building	315.85	0.00	315.85	37.90	315.85	13.43	329.28	24.47
YES	Walk to the Sea - Barnstable 203017	6,191.36	458.05	6,649.41	797.93	6,649.41	282.78	6,932.19	515.15
NO	J.S. Luiz 3rd, Inc. - other	450.66	0.00	450.66	54.08	450.66	19.17	469.83	34.91
		\$1,014,737.78	\$4,727.94	\$1,019,465.72	\$122,335.89	\$1,141,801.61	43,354.66	985,639.64	156,161.97

*** Each job calculated as follows:
Individual job value (column E) divided by total of all jobs (\$1,141,801.61) multiplied by the total OH & P (\$43,354.66) paid to date for all jobs.